

Attorney's Docket No.: 10559-197001/P8369  
Intel Corporation

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Initially, the indication that Claims 18-22 are allowed is appreciatively noted. These claims are retained herein.

Claims 1-17, 23-28 stand rejected under 35 USC §102(e) as allegedly being anticipated by Messner. In order to obviate this rejection for Claims 1-17, each of the independent claims within this group has been amended to include an anonymizing structure or function. Claim 1 has been amended to recite 'anonymizing the information', and Claims 7 and 13 have been analogously amended. The rejection of Claims 23-28 remains respectfully traversed.

Applicants continue to believe that the arguments made in the previous amendment are in fact correct. However, Claim 1 has also been amended to recite 'anonymizing'. There is no teaching or suggestion of such anonymizing in Messner. The interpretation taken by the patent office is that somehow Messner's gift certificate includes the function of transmitting less information than was received. This has been obviated for Claims 1, 7 and 13 by reciting 'anonymizing'. These claims should hence be allowable for these reasons.

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The rejection of Claim 23 is respectfully traversed. Claim 23 requires that the amount of consideration about the first party that is provided to the second party "is a function of consideration from the second party". In rejecting this claim, the rejection states that Messner has an amount of information provided as a function of consideration, effectively reading on the confirmation packet exhibited in figure 2A. Apparently, this in fact refers to the confirmation packet in figure 2B, since no confirmation packet is used in figure 2A. The confirmation packet in figure 2B indicates the amount of the certificate. The amount of information provided is not different depending on the consideration. The amount of information provided is always the same: specifically information about the certificate. That information represents the amount of the certificate that remains -- but the "amount of information provided" is always the same.

Moreover, the certificate represents the amount of money in the buying party's account, effectively the first party. The second party is the vendor. Therefore, the amount of information has nothing to do with "consideration from the second party", as claimed, in Messner. Rather, the amount of the certificate is a function of consideration of the first party.

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With all due respect, therefore, Messner does not disclose or suggest the subject matter of Claim 23. Therefore, Claim 23 should be allowable for these reasons.

Claim 26 also defines that the amount of information provided is a function of consideration. As described above, Messner does teach that a certificate is sent, and that this certificate represents the amount of money that is associated with the certificate. The certificate account balance may be a function of consideration, but the amount of information that is sent is always the same. Specifically, the information that is sent is always the certificate information, and the amount of information does not change based on the consideration. Hence, claim 26 should similarly be allowable over Messner.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any

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claim does not necessarily signify concession of unpatentability  
of the claim prior to its amendment.

Applicants ask that all claims be allowed. No fee is  
believed to be due, however please apply any applicable charges  
or credits to Deposit Account No. 06-1050.

Respectfully submitted,

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